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# Microsoft - Information on Terms of Use

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## What about fair use?

In limited situations, you can use copyrighted works without permission from the copyright holder. It can be difficult to figure out what is fair use, though, because the laws in this area are often vague and vary from country to country.

The copyright law in the United States has a doctrine called "fair use". Fair use provides a defense to copyright infringement in some circumstances. For example, documentary filmmakers to use very short clips of copyrighted movies, music and news footage without permission from the copyright owner. Determining whether something is a fair use involves weighing four factors. Unfortunately, weighing the fair use factors rarely results in a clear answer.

Rather than applying a fair use test, many other countries have specific exceptions to copyright infringement. The number and type of exceptions vary from country to country. Copyrighted materials to be used without permission from the copyright holder for activities such as nonprofit research, teaching, news reporting, etc.

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